



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
#HWY-309505-RP

IFB Title:
BITUMINOUS MATERIALS STATEWIDE

IFB Due Date and Time:
MARCH 30, 2010
3:00 p.m., Local Time

Number of Pages: 28

ISSUING AGENCY INFORMATION

Procurement Officer:
RICHELE PARKHURST

Issue Date:
MARCH 9, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

**Phone: (406) 657-0274
Fax: (406) 256-6487
TTY Users, (406) 444-7696**

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309505-RP
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

Mark Face of Envelope/Package:

**IFB Number: #HWY-309505-RP
IFB Due Date: MARCH 30, 2010**

SEALED BIDS will be received and publicly opened
in the **Billings** office at 3:00 pm.

Attachments: 3

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS
LISTED HEREIN

F.O.B. LOCATION: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS
LISTED HEREIN

Questions may be directed to Tom Roberts at (406) 444-6035 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part and to make awards in any manner deemed in the best interest of the Department. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department's Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor and the public.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://www.sos.state.mt.us>.

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section at (406) 657-0274 in Billings.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. CONTRACT PERFORMANCE SECURITY BOND AND INSURANCE REQUIREMENTS

2.1. CONTRACT PERFORMANCE SECURITY – SURETY BONDS ONLY

The Contractor must provide contract performance security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the State of Montana within ten (10) working days from the Request for Documents Notice. This security must remain in effect for the entire term of the contract. A new surety bond must be issued to the State of Montana if this contract is renewed.

The original surety bond form must be provided to the following address: Purchasing Services Section, Attn: Richele Parkhurst, P.O. Box 20437, Billings, MT 59104-0437.

Ref:MCA Title 18, Chapter 4, Part 3; ARM, Title 2, Chapter 5, Sub-Chapter 5.

2.2. INSURANCE REQUIREMENTS

- 2.2.1. General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- 2.2.2. Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 2.2.3. Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.
- 2.2.4. Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied or used.

- 2.2.5. Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with limits of \$500,000 per person (personal injury), \$1,000,000 per occurrence (personal injury), and \$100,000 per occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.
- 2.2.6. Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired or borrowed by the Contractor.
- 2.2.7. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- 2.2.8. Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. The Montana Department of Transportation, Purchasing Services Section, Attn: Richele Parkhurst, PO Box 20437, Billings, MT 59104-0437, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy etc. The State reserves the right to require complete copies of insurance policies at all times.

3.0. GENERAL INFORMATION AND REQUIREMENTS

3.1. PRODUCT PRICING AND PROJECTIONS

Product prices, as established by the bid, shall remain firm and in effect throughout the full contract period. Estimated usage projections are provided herein. Each Maintenance Chief will provide the Vendors for his division a tentative work schedule by June 1, 2010.

3.2. PRODUCT DELIVERY

The Vendor agrees to be solely responsible for transportation of product from the Vendor's plant to any designated Department location within a specified division in compliance with the procedures detailed under Sections 4.0 and 5.0 and based on a single, firm delivered product price applicable to any location within a specified division.

Additionally, the Vendor agrees to be solely responsible for designating a trucking firm(s) to deliver product and for ensuring that trucker is capable of, and properly licensed to haul product bid by the Vendor herein, and that the trucker is in compliance with all current and applicable State and Federal requirements, regulations and statutes.

The Department and the Vendor agree that the Department exercises no authority over and accepts no liability for the actions of the trucker designated by the Vendor.

3.3. CONVERSION CHART REQUIREMENT

Vendor shall at the time it receives its Request for Documentation Notice, provide a tons-to-gallons conversion chart and a metric conversion chart for each type of product in its contract.

3.4. CONTRACT ADMINISTRATION

The contract resulting from the award of this Invitation for Bid shall be administered by:

Jon Swartz
Maintenance Division
(406) 444-6157

3.5. COOPERATIVE PURCHASING

Under Montana law, local governments and certain non-profit agencies, as defined in Section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. The prices, terms and conditions of this contract will be offered to these local agencies unless the Vendor objects.

Will you honor cooperative purchasing? _____Y _____N

3.6. CONFIRMATION OF AWARD/NOTICE TO PROCEED

After award has taken place, the successful Vendors will receive a "Request for Documents Notice" letter from the Purchasing Services Section. The "Request for Documents Notice" letter is not authorization to proceed with the project.

The purpose of the letter is to notify the Contractor that he/she must secure (a) proof of insurance coverage, (b) contract performance security; and that these documents must be received by the Purchasing Services Section, Attn: Richele Parkhurst, 424 Morey Street in Billings before a "Notice to Proceed" with the project can be given.

Upon receipt by the Purchasing Services Section of the Contractor's proof of insurance and contract performance security, a purchase order will be officially signed. Receipt of the signed original purchase order by the Contractor shall be the Department's official "Notice to Proceed" with the project.

4.0. PRODUCT ORDERING, TRANSPORTATION REQUIREMENTS, LIQUIDATED DAMAGES ASSESSMENT, RIGHT TO PURCHASE FROM ANOTHER SOURCE

4.1. PLACING AN ORDER FOR PRODUCT

A Department employee will place each order for product directly with the Vendor not later than 3:00 p.m. on the day prior to the day the delivery is required. Orders for Monday deliveries will be placed no later than 3:00 p.m. on Friday.

Bituminous material will be ordered via facsimile by a Department employee. The facsimile order will provide the Vendor with the following information:

- 4.1.1. Name of the person placing the order, their phone number and their facsimile number;
- 4.1.2. The date the order is placed
- 4.1.3. Type of product being ordered
- 4.1.4. Quantity being ordered
- 4.1.5. Delivery location
- 4.1.6. Date and hour the delivery is to take place

- 4.1.7. Is a pump-equipped transport needed? (Specify yes or no)

- 4.1.8. Is this load going to storage or to equipment? (Specify)
- 4.1.9. Is a distributor required? (Specify yes or no)

Upon receipt of the facsimile order, the Vendor will sign in the appropriate spot, fill out the required information and fax a copy back to the ordering office for verification.

The Vendor will then begin a delivery process, which will result in product delivery, F.O.B. anywhere within the specified Division.

4.2. LIQUIDATED DAMAGES

When the Department places product orders with the Vendor via facsimile, the Department employee placing the order will specify the date and hour at which the delivery is to be made. This information will be date-entered in the Department Road Oil Order Log. For each full elapsed hour after the specified hour, the Department will assess Liquidated Damages of a minimum of \$250.00 per hour or actual cost (whichever is greater) against the Vendor associated with the delivery involved.

Liquidated Damages will be assessed unless the Vendor or the trucker contacts the ordering Division office and notifies the office, a minimum of eight (8) hours prior to the specified hour of delivery, that the delivery will be delayed. The names of contact persons and telephone numbers for this purpose are provided under Section 10.0.

The Department agrees not to assess liquidated damages if late delivery occurs as the result of an Act of God or mechanical failure of the transport vehicle. The Department expects, however, to be contacted by phone as quickly as possible, if late delivery due to an Act of God or mechanical failure occurs.

- 4.2.1. Waiver of Liquidated Damages. If the Department fails to place an order for product in a timely manner, all rights to assess Liquidated Damages are thereby waived, providing the Vendor notifies the Department a minimum of eight (8) hours prior to delivery.
- 4.2.2. Calculation of Liquidated Damages. Liquidated Damages will be calculated at the point of invoice payment by the Department based on the office's Road Oil Order Log as compared with the Certificate of Compliance. The dollar amount resulting from that calculation will be deducted from the Vendor's invoice; a note will be made on the invoice indicating that the deduction is the result of a Liquidated Damages assessment.

4.3. RIGHT TO PURCHASE FROM ANOTHER SOURCE

If for any reason, whatsoever, the Vendor refuses or is unable to timely supply products to the Department during the contract period, the Department reserves the right to purchase from an alternate source.

If the "Alternate Source" charges the Department a price for product in excess of the price reflected on the Vendor's purchase order, the Vendor will be invoiced by the Department for this additional expense that the Vendor hereby agrees to pay immediately.

5.0. PRODUCT DELIVERY REQUIREMENTS AND ACCEPTANCE OF THE PRODUCT BY THE DEPARTMENT OF TRANSPORTATION

5.1. DELIVERY REQUIREMENTS

- 5.1.1. Vendor is solely responsible to ensure that all trucks and trailers used to deliver product are equipped with (1) an unloading hose, (2) a sampling valve, and (3) a working pump (if specified when the order for product is placed by the Department).

At the discretion of the Field Maintenance Chief, product arriving in a truck or trailer not so equipped may be rejected at no cost to the Department.

- 5.1.2. Vendor is solely responsible to ensure that all product is loaded in a heated condition sufficient to arrive at its destination at an application temperature in accordance with "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications, or as stated in this bid document. Current supplemental specifications may be obtained at the following web site: ftp://ftp.mdt.mt.gov/contract/stdspec_sup.pdf

At the discretion of the Field Maintenance Chief, product delivered at less than specified application temperature may be rejected at no cost to the Department.

- 5.1.3. Vendor agrees, at the time a product delivery is made to the Department, to provide Certificate of Compliance document and a Delivery/Receipt Ticket, a sample of which is provided as an attachment to this bid package. The Contract Administrator reserves the right to approve substitute compliance forms.
- 5.1.4. Vendor or designated representative agrees to take two (2) representative samples of the product from the truck before it leaves the Vendors plant. **Vendors shall label all samples taken at the refinery with the appropriate Bill of Lading number.** The Vendor/trucker shall provide the samples to the approved Department representative at the time of delivery. The Vendor/trucker shall be responsible for taking at least one additional sample at the project site and be witnessed by an approved Department representative. Said samples shall be the samples of record. Samples must be taken in accordance with Article 402 of the "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications.
- 5.1.5. Vendor is solely responsible to ensure that each vehicle used to transport product shall:
- 5.1.5.1. be weighed empty;
 - 5.1.5.2. be weighed after loading with product; and that,
 - 5.1.5.3. the difference in weights is the figure used to compute delivered cost of the product.

Vendor is solely responsible to ensure that the scale used to weigh the transporting unit shall be equipped with a printer capable of printing the date and the weight of the transporting unit, to the satisfaction of the Maintenance Chief. Any scale used for vehicle/product weight verification shall be capable of weighing the transporting unit (tractor and trailer only) in an unbroken operation.

Scales used shall be tested, at the Vendor's expense, as often as the Maintenance Chief may deem necessary to insure accuracy.

The Department will accept certified, temperature corrected meters in place of scales. Meters used shall be professionally tested and certified, at the Vendor's expense, to ensure accuracy as often as the Maintenance Chief deems necessary.

- 5.1.6. Vendor agrees to furnish a tanker equipped with a distributor (if available) if it is requested at the time of product order. The Department will not request more than one (1) distributor unless the order for the day is more than 32,000 gallons of product. The additional cost for the distributor will be billed as a separate line item on the invoice. All distributors shall be in accordance with section 410.03.1 (A) of the "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications.

- 5.1.7. The Department may hold the trucks for up to three (3) hours. Demurrage may be charged if held longer than three (3) hours. Time will commence at the time they were to arrive or when they actually arrived, whichever is later. Any time over the three (3) hours will be billed at a rate of \$65.00 per hour.
- 5.1.8. The minimum load for any one product shall be 25 tons for a semi load and 32 ½ tons for a train load (semi & pup). For less than minimum loads the Department will pay the freight cost difference between the partial load and the minimum load. All freight costs related to minimum loads must be billed as a separate line item on the invoice. Examples: Order 20 tons; pay full cost for 20 tons and freight cost for 5 tons. Order 28 tons; pay full cost for 28 tons and freight cost for 4 ½ tons.
- 5.1.9. Returned product (any product not used) will be charged full freight cost delivered and ½ freight cost on the returned amount. All freight costs for returned product must be billed as a separate line item on the invoice.
- 5.1.10. Cancellations must be made via facsimile by 3:00 PM Monday through Friday and by 12:00 Noon on Sunday or the Department may have to pay freight costs associated with the returned product.
- 5.1.11. If a Maintenance Chief agrees to accept a load of product at a time when no Department representative will be present, the Vendor/trucker shall leave the refinery samples and certificate of compliance at the delivery location. The Department must accept these samples as being representative of the product delivered.

5.2. ACCEPTANCE OF PRODUCT BY THE TRANSPORTATION DEPARTMENT

5.2.1. Certificate of Compliance

Vendor agrees to provide the Department with the Certificate of Compliance document (or equal) provided as an attachment to this bid, which shall accompany each product delivery and be presented upon delivery to the Field Maintenance Chief or his representative. All appropriate sections of the Certificate of Compliance document must be filled out by the Vendor, the trucker and an authorized Department employee.

The Certificate of Compliance shall ensure that the product delivered complies with the "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications, or as stated in this bid document, for the type and grade of product involved and that the transporting vehicle has been inspected prior to loading and found to be free of contaminating agents. Vendor agrees to provide the Department with a tons-to-gallons conversion for the product delivered and to enter the conversion figures into the appropriate blanks on the Certificate of Compliance document.

Vendor agrees that the information on the Certificate of Compliance is completely accurate when it is signed. All invoicing will be according to the information furnished on the Certificate of Compliance. No changes/deviations from this signed document will be allowed.

5.2.2. Testing and Acceptance

- 5.2.2.1. Completion of the Certificate of Compliance shall demonstrate tentative acceptance by the Department. Product will be finally accepted on the basis of the results of tests made on samples selected and tested by the Department or its authorized representative.

Testing and acceptance will be in accordance with Article 402.04 and Article 702.02 of the "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications.

- 5.2.2.2. The Department will test all rapid set emulsions for viscosity within fourteen (14) days of sample receipt (at the project site). No penalties for failed viscosity will be assessed if the sample is not tested within fourteen (14) days.

6.0. INVOICING THE DEPARTMENT OF TRANSPORTATION FOR PRODUCT AND FREIGHT

Vendor agrees to provide one (1) invoice for each individual sale of product to the Department. The invoice shall reflect the purchase order based price of product per division. Additional freight and distributor charges shall be separate line items on the invoice. The Department will pay **ONLY** the contract holding vendor for all costs associated with each individual sale of product (e.g. product, distributor, demurrage, etc.). The Department **WILL NOT** pay any other vendor/provider for services or product delivery associated with this contract.

The invoice shall be sent directly to the ordering Division office (addresses A-K under Section 10.0), and shall include the following attachments:

- ✓ One copy of the original bill of lading
- ✓ One copy of the Certificate of Compliance
- ✓ One copy of the original delivery ticket

The Department will not process invoices for payment until the Vendor has met all the requirements in this section.

7.0. REQUIRED PRODUCT SPECIFICATIONS

The types of bituminous materials supplied under this contract shall be confined to gradations specified in the "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications or as stated in this bid document.

Specifications for the bituminous materials shall be in accordance with Section 702 of the most recent Edition of the "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications, with specific reference to Article 702.02 setting the schedule of tolerances and applicable penalties for non-conformance.

8.0. ADHESIVE AGENT REQUIREMENT

Each Vendor is requested to provide a cost per gallon for adhesive agent, as per the following information and requirements, for each division listed under Section 10.0. This cost figure will be used for reference purposes only and will not be considered part of the award process.

8.1. ANY ADHESIVE AGENT TO BE CONTAINED IN THE ASPHALT MUST MEET THE FOLLOWING SPECIFICATIONS:

- 8.1.1. Be heat stable at all temperatures to which the asphalt may be subjected during normal maintenance procedures.
- 8.1.2. Be injected and homogeneously mixed in the asphalt at a minimum concentration of one half percent upon delivery.

8.1.3. Provide satisfactory adhesion at ½% concentration by volume in asphalt; that is, provide adhesion within 10% of that achieved by a standard adhesive agent. This determination is met in the standard adhesive agent and the agent under consideration according to strip test procedures as outlined by the Department's laboratory.

8.2. THE FOLLOWING COMMERCIAL ADHESIVE AGENTS HAVE BEEN THOROUGHLY TESTED AND DETERMINED AS ACCEPTABLE BY THESE SPECIFICATIONS:

CARSTAB-----Pavebond AP
ARMAK-----Redicote 91-S

UNICHEM-----Technihib 7176
UNICHEM-----Unichem 8160

Other additives are acceptable, provided the finished product meets laboratory approval prior to use. Laboratory approval will be based on results of the Montana Adhesive Test, sometimes known as the "Paint Shaker Test".

8.3. ASPHALT REJUVENATING AGENT

Golden Bear Reclamite, Western Emulsions ECS and Koch Pavement Solutions ERRA are approved as Asphalt Rejuvenating Agents: A Vendor wishing to bid another product in this category must have the product approved by the Department prior to submitting the bid.

8.4. LABORATORY REQUIREMENT

Vendor hereby certifies that a laboratory, capable of performing any testing required to validate adherence to the specifications of this bid and as stated within "Montana Standard Specifications for Road and Bridge Construction", 2006 edition, or as amended by current supplemental specifications is being maintained at the Vendor's facility.

9.0. AWARD PROCESS

Award will be made per Division, based on lowest valid delivered price per ton for each specific type of product on a "line" item basis. The price per ton F.O.B. Vendor's plant will not be used for awarding purpose.

The Department reserves the right not to award any part, or all of this Invitation for Bid, if non-award is determined to be in the Department's best interest. The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

10.0. LIST OF LOCATIONS (F.O.B. and "BILL TO" ADDRESSES)

*Note that the F.O.B. locations provided below are for bid award purposes only.

A

Department of Transportation
2100 W Broadway
PO Box 7039
Missoula MT 59807-7039
Jack May
(406) 523-5803

C

Department of Transportation
3751 Wynne
PO Box 3068
Butte MT 59702-3068
Kam Wrigg
(406) 494-9627

E

Department of Transportation
200 Smelter Ave NE
PO Box 1359
Great Falls MT 59403-1359
Dave Hand
(406) 454-5889

G

Department of Transportation
200 E Hwy 25
Wolf Point MT 59201-9001
Kevin Gower
(406) 653-6709

I

Department of Transportation
424 Morey
PO Box 20437
Billings MT 59104-0437
Randy Roth
(406) 657-0217

K

Gallatin County Road Department
201 W Tamarack
Bozeman MT 59715
Mitch Urdahl
(406) 582-3250

B

Department of Transportation
85 - 5th Ave EN
PO Box 7308
Kalispell MT 59904-0308
Kyle DeMars
(406) 751-2010

D

Department of Transportation
907 Rouse
PO Box 1110
Bozeman MT 59771-1110
Ray Stocks
(406) 556-4704

F

Department of Transportation
1649 Hwy 2 NW
Havre MT 59501-3455
Mike MacDonald
(406) 262-5504

H

Department of Transportation
217 N 4th
PO Box 460
Miles City MT 59301-0460
Jack Peaslee
(406) 233-3622

J

Department of Transportation
1620 Airport Rd
PO Box 491
Lewistown MT 59457-0491
Doug Lutke
(406) 538-1301

L

Ravalli County Road & Bridge Department
244 Fairgrounds Road
Hamilton MT 59840
David Ohnstad
(406) 363-2733

11.0. QUOTE SECTION: BY TRANSPORTATION DIVISION**A. MISSOULA DIVISION**

<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Missoula Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1. Liquid Asphalt MC-800		
2. Cationic Emulsion CRS-2LM		
3. Cationic Emulsion CRS-2P		
4. Anionic Emulsion SS-1/SS-1H		
5. High Float Emulsion HFE-100P		
6. High Float Emulsion HFE-300		
7. Cationic Emulsion CMS-2		
8. Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

B. KALISPELL DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Kalispell Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid:

Location of product blending or manufacture if
different from refinery location:

C. BUTTE DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Butte Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid:

Location of product blending or manufacture if
different from refinery location:

D. BOZEMAN DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Bozeman Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

E. GREAT FALLS DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Great Falls Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

F. HAVRE DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Havre Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

G. WOLF POINT DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Wolf Point Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

H. MILES CITY DIVISION

<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Miles City Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1. Liquid Asphalt MC-800		
2. Cationic Emulsion CRS-2LM		
3. Cationic Emulsion CRS-2P		
4. Anionic Emulsion SS-1/SS-1H		
5. High Float Emulsion HFE-100P		
6. High Float Emulsion HFE-300		
7. Cationic Emulsion CMS-2		
8. Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

I. BILLINGS DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Billings Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

J. LEWISTOWN DIVISION

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within the Lewistown Division</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

K. GALLATIN COUNTY ROAD DEPARTMENT

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within Gallatin County</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		
9.	Liquid Asphalt MC-250		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

L. RAVALLI COUNTY ROAD & BRIDGE DEPARTMENT

	<u>Product</u>	<u>Price Per Ton Delivered Anywhere Within Ravalli County</u>	<u>Price Per Ton F.O.B. Vendor's Plant</u>
1.	Liquid Asphalt MC-800		
2.	Cationic Emulsion CRS-2LM		
3.	Cationic Emulsion CRS-2P		
4.	Anionic Emulsion SS-1/SS-1H		
5.	High Float Emulsion HFE-100P		
6.	High Float Emulsion HFE-300		
7.	Cationic Emulsion CMS-2		
8.	Cationic Emulsions CSS-1/CSS-1H		

Brand of Adhesive Agent: _____ Adhesive Agent Cost Per Gallon: \$ _____

Name and address of refinery that will be providing
the products bid: _____

Location of product blending or manufacture if
different from refinery location: _____

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- * Check our website for the latest addendum to the IFB
- * Sign and return each addendum as required
- * Review Standard Terms and Conditions
- * Properly identify return envelope
- * Sign your bid on the front page
- * Initial any bid changes you made
- * Review and complete all requirements listed herein to ensure compliance

[illegible]

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